

SOLICITATION DOCUMENT



*American Consulate General Munich,
Gardening Services*

Request for Quotation

No. SGM-600-07-Q-447

American Consulate General
General Services Office
Königinstr. 5
80539 München

Prospective Offeror

Solicitation Number: SGM-600-07-Q-447

Dear Prospective Quoter:

The Consulate of the United States of America in Munich invites you to submit a quotation for miscellaneous Gardening Services, and related services for the Office Building and/or real property owned or managed by the U.S. Government.

Submit your quotation in a sealed envelope marked "Proposal SGM-600-07-Q-447 Enclosed" to the:

American Consulate General
Procurement
Koeniginstr. 5
80539 Munich

on or before July 02, 2007 at 15:00. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF 0018: Request for Quotation Form
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

There will be an opportunity for a site inspection on 26. June 2007 at 10:00 at the American Consulate, Munich. Please register by e-Mail or fax by 25 June, 2007 via attached registration form.

Direct any questions regarding this solicitation to Dieter Hackl, GS Specialist by letter or e-Mail (hackld@state.gov) during regular business hours.

Sincerely,

John H. Griffith
Contracting Officer

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		SET ASIDE <input type="checkbox"/> IS <input type="checkbox"/> IS NOT		TYPE:		PAGE ➔		OF PAGES 1	
1. REQUEST NO. 1		2. DATE ISSUED 07/15/07		3 REQUISITION/PURCHASE REQUEST NO. SGM-600-07-Q-447		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		RATING	
5a. ISSUED BY American Consulate General						6. DELIVER BY (Date) July 02 07			
5B. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY OTHER <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> (SEE SCHEDULE)			
NAME Mia Gray Procurement Agent			TELEPHONE NUMBER AREA CODE 89 NUMBER 2888-796			9. DESTINATION a. NAME OF CONSIGNEE As per request			
8. TO BE COMPLETED BY QUOTER:						b. STREET ADDRESS			
a. NAME			b. COMPANY			c. CITY			
c. STREET ADDRESS						d. STATE e. ZIP CODE 0			
d. CITY			e. STATE		f. ZIP CODE				
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 07/02/07			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State and local taxes)									
ITEM NO. (a)	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	Gardening Services for the AmConGen Basic Year, 01. August 07 - 31. July 08 A Koeniginstr. 5 B Ueberacker, Senderstr. Option Year I, 01. Aug. 08 - 31. July 09 A Koeniginstr. 5 B Ueberacker, Senderstr. Option Year II, 01.Aug. 09 - 31. July 10 A Koeniginstr. 5 B Ueberacker, Senderstr. Total 19% VAT Grand Total								
12. DISCOUNT FOR PROMPT PAYMENT OFFERED				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE 0		
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.									
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER									
b. STREET ADDRESS					16. SIGNER				
c. COUNTY									
d. CITY			e. STATE	f. ZIP CODE	c. TITLE (Type or print)		b. TELEPHONE AREA CODE NUMBER		

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SECTION 1 - THE SCHEDULE

RFQ NUMBER SGM-600-07-R-447

1. SCOPE OF CONTRACT

The contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the American Consulate General, Munich. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with 2, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

2.0 PRICING

2.1. BASE PERIOD

Basic Year, 01. August 2007 - 31. July 2008

A. Königinstraße 5

1. *Mow lawn areas, remove and dispose of debris*
Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
1500 qm 14-tägig @EUR_____ 16 Schnitte EUR_____
2. *Mow lawn edges, remove and dispose of debris*
Rasenkanten ausmähen, aufnehmen von Schnittgut, Abtransport und Entsorgung
240 m 14-tägig @EUR_____ 16 Schnitte EUR_____
3. *Trim hedges, 3 sides, approx. 70 cm high, 50 cm wide; remove and dispose of debris*

Schneiden von Hecken, 3 Seiten, ca. 70 cm hoch, 50 cm breit, aufnehmen von Schnittgut,
Abtransport und Entsorgung
200 m 2x jährlich @EUR_____ 2x EUR_____

4. *Trim bushes, remove and dispose of debris*

Schneiden von Bodendeckerflächen, aufnehmen von Schnittgut, Abtransport und Entsorgung
ca. 100 qm 2x jährlich @EUR_____ 2x EUR_____

5. *Fertilize, lawn areas*

Düngen der Rasenflächen
1500 qm 1x jährlich EUR_____

6. *Provide skilled gardener for planting services, removal of weeds, trimming of roses and maintaining of planters.*

Gestellung einer Gartenfachkraft für Pflanzarbeiten, entfernen von Unkraut und
Pflanzenzuschnitten, Pflege von Pflanztrögen
100 Std. @EUR_____ EUR_____

7. *Removal of leavel from premises*

Abtransport und Entsorgung von Laub
per 100 l/bag @ EUR_____ 30 bags EUR_____

8. *Delivery of plants and small bushes*

Lieferung von Pflanzen und kleinen Gehöelzen
nach Bedarf Maximal EUR 2000.00 EUR 2000.00

9. *Trim multiple trees (up to 20m high), remove and dispose of dead branches*

Zuschnitt von verschiedenen Bäumen (bis 20m Höhe), entfernen und
Entsorgung von Ästen.
30 Std. @EUR_____ EUR_____

Total Pos. A: EUR_____

B. Überacker, Senderstr. 1

1. *Mow lawn areas, remove and dispose of debris*

Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
5000 qm 3x jährlich @EUR_____ 3x EUR_____

2. *Removal of leaves from premises*

Abtransport und Entsorgung Aufnehmen von Laub und Ästen
per 100 l/bag @ EUR_____ 30 bags EUR_____

3. *Provide skilled gardener for the removal of weeds and trimming of bushes and trees*

Gestellung einer Gartenfachkraft zum Entfernen von Unkraut und Wildwuchs sowie
für den Zuschnitt von Gehölzen und Bäumen
120 Std. @EUR_____ EUR_____

Total Pos. B: EUR_____

Alle Preise netto zuzüglich Mehrwertsteuer

Die Rasenschnitte haben jeden zweiten Freitag von 7:00 Uhr bis 9:00 Uhr zu erfolgen.
Alle anderen Arbeiten werden nach Absprache ausgeführt.

Option Year I, 01. August, 2008 - 31. July, 2009

A. Königinstraße 5

1. *Mow lawn areas, remove and dispose of debris*
Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
1500 qm 14-tägig @EUR_____ 16 Schnitte EUR_____
2. *Mow lawn edges, remove and dispose of debris*
Rasenkanten ausmähen, aufnehmen von Schnittgut, Abtransport und Entsorgung
240 m 14-tägig @EUR_____ 16 Schnitte EUR_____
3. *Trim hedges, 3 sides, approx. 70 cm high, 50 cm wide; remove and dispose of debris*
Schneiden von Hecken, 3 Seiten, ca. 70 cm hoch, 50 cm breit, aufnehmen von Schnittgut,
Abtransport und Entsorgung
200 m 2x jährlich @EUR_____ 2x EUR_____
4. *Trim bushes, remove and dispose of debris*
Schneiden von Bodendeckerflächen, aufnehmen von Schnittgut, Abtransport und Entsorgung
ca. 100 qm 2x jährlich @EUR_____ 2x EUR_____
5. *Fertilize, lawn areas*
Düngen der Rasenflächen
1500 qm 1x jährlich EUR_____
6. *Provide skilled gardener for planting services, removal of weeds, trimming of roses and maintaining of planters.*
Gestellung einer Gartenfachkraft für Pflanzarbeiten, entfernen von Unkraut und
Pflanzenzuschnitten, Pflege von Pflanztrögen
100 Std. @EUR_____ EUR_____
7. *Removal of leavel from premises*
Abtransport und Entsorgung von Laub
per 100 l/bag @ EUR_____ 30 bags EUR_____
8. *Delivery of plants and small bushes*
Lieferung von Pflanzen und kleinen Gehölzen
nach Bedarf Maximal EUR 2000.00 EUR 2000.00
9. *Trim multiple trees (up to 20m high), remove and dispose of dead branches*
Zuschnitt von verschiedenen Bäumen (bis 20m Höhe), entfernen und
Entsorgung von Ästen.

30 Std. @EUR_____ EUR_____

Total Pos. A: EUR_____

B. Überacker, Senderstr. 1

1. *Mow lawn areas, remove and dispose of debris*
Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
5000 qm 3x jährlich @EUR_____ 3x EUR_____
2. *Removal of leaves from premises*
Abtransport und Entsorgung Aufnehmen von Laub und Ästen
per 100 l/bag @ EUR_____ 30 bags EUR_____
3. *Provide skilled gardener for the removal of weeds and trimming of bushes and trees*
Gestellung einer Gartenfachkraft zum Entfernen von Unkraut und Wildwuchs sowie
für den Zuschnitt von Gehölzen und Bäumen
120 Std. @EUR_____ EUR_____

Total Pos. B: EUR_____

alle Preise netto zuzüglich Mehrwertsteuer

Die Rasenschnitte haben jeden zweiten Freitag von 7:00 Uhr bis 9:00 Uhr zu erfolgen.
Alle anderen Arbeiten werden nach Absprache ausgeführt.

Option Year II, 01. August, 2009 - 31. July, 2010

A. Königinstraße 5

1. *Mow lawn areas, remove and dispose of debris*
Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
1500 qm 14-tägig @EUR_____ 16 Schnitte EUR_____
2. *Mow lawn edges, remove and dispose of debris*
Rasenkanten ausmähen, aufnehmen von Schnittgut, Abtransport und Entsorgung
240 m 14-tägig @EUR_____ 16 Schnitte EUR_____
3. *Trim hedges, 3 sides, approx. 70 cm high, 50 cm wide; remove and dispose of debris*
Schneiden von Hecken, 3 Seiten, ca. 70 cm hoch, 50 cm breit, aufnehmen von Schnittgut,
Abtransport und Entsorgung
200 m 2x jährlich @EUR_____ 2x EUR_____
4. *Trim bushes, remove and dispose of debris*
Schneiden von Bodendeckerflächen, aufnehmen von Schnittgut, Abtransport und Entsorgung
ca. 100 qm 2x jährlich @EUR_____ 2x EUR_____

5. *Fertilize, lawn areas*
Düngen der Rasenflächen
1500 qm 1x jährlich EUR_____
6. *Provide skilled gardener for planting services, removal of weeds, trimming of roses and maintaining of planters.*
Gestellung einer Gartenfachkraft für Pflanzarbeiten, entfernen von Unkraut und Pflanzenzuschnitten, Pflege von Pflanztrögen
100 Std. @EUR_____ EUR_____
7. *Removal of leavel from premises*
Abtransport und Entsorgung von Laub
per 100 l/bag @ EUR_____ 30 bags EUR_____
8. *Delivery of plants and small bushes*
Lieferung von Pflanzen und kleinen Gehoelzen
nach Bedarf Maximal EUR 2000.00 EUR 2000.00
9. *Trim multiple trees (up to 20m high), remove and dispose of dead branches*
Zuschnitt von verschiedenen Bäumen (bis 20m Höhe), entfernen und Entsorgung von Ästen.
30 Std. @EUR_____ EUR_____
- Total Pos. A: EUR_____**

B. Überacker, Senderstr. 1

1. *Mow lawn areas, remove and dispose of debris*
Rasenschnitt, aufnehmen von Schnittgut, Abtransport und Entsorgung
5000 qm 3x jährlich @EUR_____ 3x EUR_____
2. *Removal of leaves from premises*
Abtransport und Entsorgung Aufnehmen von Laub und Ästen
per 100 l/bag @ EUR_____ 30 bags EUR_____
3. *Provide skilled gardener for the removal of weeds and trimming of bushes and trees*
Gestellung einer Gartenfachkraft zum Entfernen von Unkraut und Wildwuchs sowie für den Zuschnitt von Gehölzen und Bäumen
120 Std. @EUR_____ EUR_____
- Total Pos. B: EUR_____**

alle Preise netto zuzüglich Mehrwertsteuer

Die Rasenschnitte haben jeden zweiten Freitag von 7:00 Uhr bis 9:00 Uhr zu erfolgen.
Alle anderen Arbeiten werden nach Absprache ausgeführt.

Total:

2007/2008	Total Position A/B	EUR_____
2008/2009	Total Position A/B	EUR_____
2009/2010	Total Position A/B	EUR_____

alle Preise netto zuzüglich Mehrwertsteuer

Evaluation of quotations:

Award will be made to the contractor being technically acceptable and offering the lowest price for the total of Para. A/B for the basic year, the 1st and 2nd option year.

RFQ NUMBER SGM-600-07-R-447

1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at American Consulate General, Munich and Warehouse Ueberacker. The Contractor shall perform gardening services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entranceways, lobbies, storage areas, elevators and stairways.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in 1.14. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 7:00 AM and 7:00 PM, Monday through Friday. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4. TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of

vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

1.4 LAWN CARE

1.4.1. GRASS CUTTING. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

1.4.2. EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

1.4.3. TRIMMING. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

1.4.4. WEEDING. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

1.4.5. TURF REPAIR AND RE-ESTABLISHMENT. The contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

1.4.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

1.5. PRUNING

1.5.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

1.5.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.6. LEAF REMOVAL. The contractor shall remove leaves and pine needles from the properties as needed.

1.7. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

1.8. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

1.9. WATERING.

1.9.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

1.9.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.9.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.9.4. The Government shall furnish the supply of water.

1.10. FERTILIZER.

1.10.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

1.10.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

1.10.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

1.10.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the contractor shall request a waiver in writing from the COR.

1.10.5. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

1.11 PEST AND DISEASE CONTROL. The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

The contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.12. HAZARDOUS AND TOXIC SUBSTANCES. It is the contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

1.13. PEST AND DISEASE CONTROL.

The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. All pesticides shall be approved prior to application by the COR.

The contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.14. LOCATION FOR GARDENING SERVICES

All standard services are to be delivered on regular Post working days at:

Office Building:
American Consulate General
Koeniginstr. 5
80539 Munich

Ueberacker Warehouse
Senderstr.
82216 Maisach/Ueberacker

2. WORKING HOURS

All work shall be performed during 07:00 AM – 07:00 PM, Mondays through Fridays except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

3.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO:</u>
Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	20 days after award	COR
List of Personnel	1	10 days after award	COR
Transition Plan	1	10 days after award	COR
Payment Request	1	monthly	COR

4. PERSONNEL REQUIREMENTS

4.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 STANDARD OF CONDUCT.

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

- Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

- unauthorized use of Government property, theft, vandalism, or immoral conduct;

- unethical or improper use of official authority or credentials;

- security violations; or,

- organizing or participating in gambling in any form.

4.2.6 KEY CONTROL. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the

Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.4. PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take approx. 30 days to perform. For each individual the list shall include:

- Please see attached Security Clearance form (Ermaechtigung zur Auskunfterteilung, Personalfragebogen)

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment A.

6. INSURANCE

6.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

6.2 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in US Dollars:

Per Occurrence	\$500.000,00
Cumulative	\$1.000.000,00

2. Property Damage stated in US Dollars:

Per Occurrence	\$500.000,00
Cumulative	\$1.000.000,00

6.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

6.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,
- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

6.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

6.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

7. LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

8.0. TRANSITION PLAN

Within 10 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for gardening services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the

projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

9. (a) **QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).** This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all gardening services set forth in the performance work statement (PWS)	1 thru 8.	All required services are performed and no more than one (1) customer complaint is received per month

(b) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(c) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) **PROCEDURES.**

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(2) The COR will complete appropriate documentation to record the complaint.

(3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

Attachment 1

Government Furnished Property

The Government shall make the following property available to the contractor as "Government furnished property" for performance under the contract:

- Water
- Electricity

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2003), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4
None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (APR 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	1.1 <u>Clause Number and Title</u>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is</i>

	<i>awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$169,000]</i>
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 1984) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment

under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas APR 1984
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100,00EUR, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of EUR8.000,00;

(2) Any order for a combination of items in excess of EUR10.000,00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

a) The Department of State observes the following days as holidays:

Jan 01	New Years day
Jan 06	Epiphany day
3 rd Monday in Jan	Birthday of Martin Luther King, Jr.
3 rd Monday in Feb	President's Day
	Good Friday
	Easter Sunday
	Easter Monday
May 01	Labor Day
	Ascension Day
	Whit Sunday
	Whit Monday
Last Monday in May	Memorial Day
	Corpus Christi Day
July 04	Independence Day
	Assumption Day
1 st Monday in Sept.	Labor Day
Oct 03	Day of German Unity
2 nd Monday in Oct	Columbus Day
	All Saints Day
Nov. 11	Veterans' Day
4 th Thursday in November	Thanksgiving Day
Dec 25	Christmas Day
Dec 26	Second Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any American Holiday falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Dieter Hackl, General Services Specialist.

AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JAN 2005) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. **SUMMARY OF INSTRUCTIONS**. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

A.3. If required by the solicitation, provide either:

(a) a copy of the Certificate of Insurance, or

(b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS
ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number (<i>JUN 1999</i>)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on June 26, 2007 at 10:00 AM at the American Consulate General, Koeniginstr. 5, 80539 Munich. Prospective offerors/quoters should contact complete the register form (attached) to arrange entry to the building.

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and

recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of Organization.
 - ☐ Sole Proprietorship;
 - ☐ Partnership;
 - ☐ Corporate Entity (not tax-exempt);
 - ☐ Corporate Entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____.

- (5) Common Parent.
 - ☐ Offeror is not owned or controlled by a common parent;
 - ☐ Name and TIN of common parent;
Name _____.
 - TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201),

except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.]*

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

ERMÄCHTIGUNG ZUR AUSKUNFTSERTEILUNG

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

Hiermit ermächtige ich das Auswärtige Amt der Vereinigten Staaten von Amerika oder dessen Beauftragte(n) unter Vorlage dieser Ermächtigung im Original oder in Kopie innerhalb von zwei Jahren nach Erteilung, Auskünfte bei Standesämtern, Meldebehörden, Lehranstalten, Arbeitgebern, Hausverwaltungen, Polizei-, Justiz-, Verfassungsschutz-, und Finanzbehörden, sowie Einzelpersonen über mich einzuholen. Die einzuholenden Informationen können Angaben zur Person, schulische und akademische Daten, Auskünfte von Vermietern, Auszüge aus Personalakten, Unterlagen von Polizei-, Justiz-, Verfassungsschutz- und Finanzbehörden, sowie leistungsbezogene Akten des Arbeitsamtes einschließen, sind aber nicht darauf beschränkt. Mir wurde mitgeteilt, daß die erteilten Auskünfte nur für den Dienstgebrauch des Auswärtigen Amtes bestimmt sind. Hiermit beauftrage ich die genannten Stellen, die entsprechenden Auskünfte unter Vorlage dieser Ermächtigung zu erteilen.

Ich befreie alle Auskunftspersonen, einschließlich Akten- und Datenverwalter, von jeglicher Haftung für Schäden jeglicher Art, die mir zu irgendeinem Zeitpunkt dadurch entstehen könnten, daß dieser Ermächtigung entsprochen wurde. Diese Befreiung trifft nicht zu in Fällen, in denen die Auskunftsperson wissentlich oder bewußt falsche Auskünfte über die zu überprüfende Person gibt. Sollten Zweifel an der Gültigkeit dieser Ermächtigung bestehen, können Sie mich wie unten angeben erreichen.

AUTHORITY FOR RELEASE OF INFORMATION

I hereby authorize the United States Department of State or its duly accredited representative bearing this release or a copy thereof within two years of its date, to obtain any information from Vital Statistics Bureaus, Residents Registration Offices, Schools, Employers, Residential Management Agents, Police and Criminal Justice Agencies, Offices for Protection of Constitution, Internal Revenue Offices, or individuals, relating to my activities. This information may include, but is not limited to, personal history, education and academic achievements, residential, employment, disciplinary, arrest and conviction records, records of the tax office (Internal Revenue), and unemployment records of the Labor Bureau. I have been advised that the information released is for official use by the US Department of State. I hereby direct you to release such information upon request of the bearer.

I release any individual, including record custodians, from any and all liability for damages of whatever kind of nature which may result to me on account of compliance with this authorization. This release does not apply, where the informant knowingly or deliberately gives false information about me, or about the person who is the subject of the inquiry. Should there be any question as to the validity of this authorization, you may contact me as indicated below

Vor- und Zuname(n) [in Blockschrift] :
First and Last Name(s) [Printed] : _____

Weitere Namen :
Other names Used : _____

Gegenwärtige Anschrift :
Current Address : _____

Geburtsdatum :
Date of birth : _____

Geburtsort/-land :
Place of birth / country : _____

Telefon :
Telephone : _____

Vollständige Unterschrift:
Full Signature : _____

Datum/Date : _____

Personalfragebogen

Lichtbild beifügen

1. **Vorname/Familiennamen:**
2. **Geburtsname und/oder andere geführte Namen:**
3. **Geburtsdatum u. -ort:
(Geburtsmonat bitte ausschreiben)**
4. **Familienstand:**
5. **Staatsangehörigkeit:**
6. **Reisepass/Ausweis #:**
7. **Gegenwärtige Anschrift:**
8. **Anschriften der letzten 10 Jahre:**

von	bis	Strasse	Ort, Kreis	Land
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- 8a. **Reisepass/Ausweis Kopie (Gut leserlich)**

9. **Familienangehörige (Eltern, Geschwister, Ehegatte, Kinder, auch wenn verstorben):**

Name	Verwandtschaftsgrad	Anschrift	Beruf
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- 10a. **Sind oder waren Sie jemals Mitglied einer kommunistischen Partei oder kommunistisch geförderter oder überwachter Organisationen; haben Sie Verbindungen zu solchen Organisationen?**

JA

NEIN

- b. Wenn zutreffend, geben Sie Organisation, Dauer der Zugehörigkeit, Rang oder Stellung innerhalb der Organisation an:

11. Anstellungen der letzten 10 Jahre:

von	bis	Arbeitgeber, Anschrift	Position	Grund der Beendigung des Arbeitsverhältnisses

12a. Sind Sie jemals verhaftet oder in polizeilichen Gewahrsam genommen worden?

- b. Wenn zutreffend, führen Sie alle Vorstrafen (auch Geldstrafen) an, bzw. Zeit, Ort und Grund der Verhaftung:

Ich versichere, dass die obigen Angaben korrekt und nach bestem Gewissen und gutem Glauben gemacht worden sind.

Datum

Unterschrift, Vor- u. Zuname

Anmeldung

Anmeldung zum Besichtigungstermin der Anlagen Königinstr. 5 und Opitzstr. 8 in München für die Ausschreibung: Pflege von Außenanlagen für das Amerikanische Generalkonsulat.

Termin: 26. Juni, 2007 um 10:00 Uhr im Amerikanischem Generalkonsulat, Königinstr. 5, 80539 München

Firma: _____

Name (Vorname, Name): _____

evtl. Begleitung (Vorname, Name): _____

Kfz-Kennzeichen: _____

Bitte schicken Sie diese Anmeldung bis spätestens 25.06.07 per Fax an: 089 283047 zurück.

Für Rückfragen stehe ich Ihnen unter 089 2888 796 gerne zur Verfügung.

Mia Gray
Procurement Agent
American Consulate General
Koeniginstr. 5
80539 Muenchen